

Case 3:05-cv-05816-RBL Document 14 Filed 01/06/06 Page 1 of 5
Rudy A. Englund, WSBA No. 04123 Hon. Ronald B. Leighton
Brian J. Meenaghan, WSBA No. 28264
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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

BEST WESTERN INTERNATIONAL, INC., an Arizona non-profit corporation,)	NO. CV5-5816-RBL
Plaintiff,)	STIPULATION AND TEMPORARY
vs.)	RESTRANING ORDER AND ORDER
)	TO SHOW CAUSE
RICHARD KUMAR, a resident of the state of Washington, JANE DOE KUMAR, and the marital community composed thereof,)	
Defendants.)	

I. STIPULATION

WHEREAS Plaintiff Best Western International, Inc. ("Best Western") represents that it owns trademarks, trade names, service marks, and collective membership marks registered with the United States Patent and Trademark Office (the "Best Western Marks");

WHEREAS Defendant Richard Kumar ("Kumar") owns the Aladdin Motor Inn located in Olympia, Washington (the "Hotel");

AND WHEREAS Best Western brought this action against Kumar and his marital community to enforce its rights in the Best Western Marks, requesting monetary and injunctive relief specified in the Prayer for Relief in the Verified Complaint for Federal Trademark Infringement, False Designation of Origin, Federal trademark Dilution, Breach of Contract, Open Account, Post-Termination Use of Trademarks, Unfair Competition, State Trademark Dilution, and Common Law Trademark Infringement (the "Complaint");

Best Western and Kumar hereby enter into this Stipulation and Temporary Restraining Order and Order to Show Cause (“Stipulation and Order”), and stipulate as follows:

1. Upon the entry of this Stipulation and Order, and subject to the conditions of Paragraph 2 herein, Kumar and any person or entity acting at his direction or on his behalf or in concert with Kumar, including any officer, agent, representative, and/or employee of Kumar, is/are enjoined and restrained from, and shall cease and desist from:

(a) using the Best Western Marks, any colorable imitation thereof, or any other confusingly similar marks;

(b) displaying, authorizing, licensing or assisting or facilitating any other person's or entity's use or display of the Best Western Marks or any colorable imitation thereof;

(c) using anything consisting of or incorporating any one or more words, letters, designs or devices that contain any component of the Best Western Marks, or which singly or together are similar in spelling, sound, appearance, or in any other manner to the Best Western Marks;

(d) applying for, pursuing, or owning any applications or registrations, including without limitation any domain names, business names, corporate names, trade names, trademarks, service marks or d/b/as that contain any component of the Best Western Marks, any colorable imitation thereof, or any confusingly similar marks; and

(e) using any Best Western Marks, any colorable imitation thereof, or any other confusingly similar marks anywhere on the Internet or elsewhere, including without limitation any use on or with any websites, domain names, metatags, key words, banner ads, or search engines.

2. Within fifteen (15) days of entry of this Stipulation and Order, Kumar shall remove, or modify to avoid infringing upon any Best Western Marks, all curvi-linear "roof" features bordering or included on any Best Western signs, sign cabinets, and sign frames on display at the Hotel or otherwise under the control of Kumar. Within eighteen (18) days of entry

1 of this Stipulation and Order, Kumar shall deliver a signed writing to counsel for Best Western
2 warranting that he has complied with this Paragraph 2.

3 3. Within fifteen (15) days of entry of this Stipulation and Order, Kumar shall deliver
4 a signed writing to counsel for Best Western warranting that no rooms or common areas inside
5 the Hotel display any Best Western Marks, and that he is otherwise in compliance with Paragraph
6 1 of this Stipulation and Order.

7 4. Kumar shall show cause before this Court on the first date that the Court is
8 available, but not less than fifteen nor more than twenty days following entry of this Stipulation
9 and Order, why a Preliminary Injunction should or should not issue according to the terms and
10 conditions set forth above. This Order shall remain in full force and effect until the Court has
11 considered and ruled upon Best Western's Motion for Preliminary Injunction. No bond or
12 security is required to be posted by Best Western prior to the Court's ruling upon Best Western's
13 Motion for Preliminary Injunction.

14 DATED this 5th day of January, 2006.

15 LANE POWELL PC

16 17 By Signature on Original
18 Rudy A. Englund, WSBA No. 04123
19 Brian J. Meenaghan, WSBA No. 28264
20 Attorneys for Plaintiff
21 Best Western International, Inc.

22 SMITH ALLING LANE PC

23 24 By Signature on Original
25 Robert L. Michaels, WSBA No. 14752
26 Attorneys for Defendants
Richard and Jane Doe Kumar

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II. ORDER

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The parties having stipulated to the above terms in this matter; and the Court being fully advised in the premises; NOW, THEREFORE, IT IS SO ORDERED.

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IT IS FURTHER ORDERED that Defendant Kumar shall show cause **in writing** before this Court on January **26**, why a Preliminary Injunction should not issue according to the terms and conditions requested by Plaintiff Best Western. **The Court will schedule oral argument at a later date if it is appropriate under the circumstances.**

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SO ORDERED this 6th day of January, 2006

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RONALD B. LEIGHTON

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UNITED STATES DISTRICT JUDGE

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Presented by:

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LANE POWELL PC

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By Signature on Original

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Rudy A. Englund, WSBA No. 04123

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Brian J. Meenaghan, WSBA No. 28264

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STIPULATION AND TEMPORARY RESTRAINING
ORDER AND ORDER TO SHOW CAUSE - 5

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